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BROKEN ARROW PUBLIC SCHOOLS
Educating Today *Leading Tomorrow*

Contract Committee Review Request
 MUST BE COMPLETED IN FULL

Date: 07/08/2021

Contract/Agreement Vendor: Family and Children's Services

Name of Vendor		
Faith Crittenden		918-587-9471
Contact Person		
5310 E. 31st St.		Phone Number
Address		
Tulsa	Ok	74135
City	State	Zip
fcrittenden@fcsok.org		
Email address		
07/01/2021 to 06/30/2022		
Date of services		

IS THIS A NEW VENDOR? IF SO, PLEASE PROVIDE :
 W9 _____
 And _____
 Vendor Registration _____

Person Submitting Contract/Agreement for Review: Jean Brassfield ESC
Name Site

Reason for Review: (New Agreement, Renewal...): Addendum

Audience/Group to benefit from Contract/Agreement: _____

Routing Approval: PLEASE SEND TO APPROPRIATE LEADERSHIP TEAM MEMBER BEFORE SENDING TO STACIE CHASE

Principal and Director or Administrator: 
Signature

Does this Contract/Agreement utilize technology? No Yes

Has it been reviewed by the Chief Technology Officer? No Yes

If yes, Approved by: _____
(Signature) Technology /Approval

Leadership Team Member: _____
Signature

Funding Source: _____
Description OCAS Coding

- Process: PLEASE FOLLOW ALL STEPS
1. The Contract/Agreement is reviewed and approved by site Principal/ Director/ Administrator.
 2. If Technology related, the Contract/Agreement is reviewed and approved Technology.
 3. Prepare Board Agenda Memorandum and attach to Contract/Agreement.
 4. Begin the requisition process and place a comment in the Notes section that says, "Please hold req pending board approval on _____"
Date of Board Meeting
 5. Attach this form with Contract/Agreement and Board Memo
 6. The appropriate Leadership Team Member will review and submit to the Contract Committee
 7. Keep copy for your records

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:30a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Stacie Chase. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.

MEMORANDUM

To: Dr. Janet Vinson
From: Jean Brassfield
Date: 07/08/2021
Re: Family & Children's Services

SUBJECT

Accept and approve Addendum to 2021-2022 Letter of Agreement with Family and Children's Services J. Brassfield

ENCLOSURES/ATTACHMENTS

Previously signed letter of Agreement and Addendum

SUMMARY

Broken Arrow Public Schools was awarded a federal grant (Counseling Corps Competitive Grant) that offered the opportunity to provide additional services to students in need by providing funds to assist in contracting with Family and Children's Services to hire additional therapists to provide no cost services to students in the district who are not eligible to receive services due to no funding such as insurance or Medicaid. Broken Arrow Public Schools agrees to the following as part of this grant. BAPS will provide funding in the amount of \$30,000 for one half of the salary of five positions for therapists/behavioral techs (total of \$150,000).

FUNDING

Counseling Corps Competitive Grant

RECOMMENDATION

Approve

AGENCY RESPONSIBILITIES

AGENCY will provide the following services and resources at the above listed schools:

- At least one licensed therapist to provide individual and group therapy at all school sites listed above. If a therapist is pending licensure, an AGENCY supervisor will provide supervision for therapist.
- Copies of staff licensing information upon request of BAPS personnel.
- Cleared background checks and drug screenings prior to working in any BAPS school.
- Services five days per week during school hours, unless other arrangements have been approved by the BAPS executive director.
 - The AGENCY may start a new school with a therapist three days a week until referrals increase enough to justify full time hours at the school.
 - Part-time basis at Early Childhood facilities due to lack of referrals to support a full-time position.
- A safer environment and appropriate supervision of students while under the direction of AGENCY personnel.
- School clinical services to include group, individual, and family therapies, classroom observations, student behavior interventions, and parenting classes as required.
- Support during each school day to assist teachers with any crises or stressful events that need intervention (as approved by the site administrator/counselor).
- Staff to serve on education, child study teams, and IEP teams, as requested.
- Home visits/home-based student/family services, when necessary, as long as the home environment is deemed safe for AGENCY representative.
- Free services and assessments for BAPS students and/or families. No student/family will be denied services based on their ability to access Medicaid or third-party insurance.
- All required documentation related to student/family participation in the program (i.e., teacher/parent/guardian feedback, monthly summary of participation counts, progress reports, etc.) to BAPS.
- All required paperwork related to the Medicaid process for student participating in the program.
- Pro-bono services to non-Medicaid eligible students of a ratio at least 10% of the clinician's case load.
- Maintained rooms in appropriate and attractive order.
- Statistical data on services rendered during semester by January 15th and June 15th respectively using the form provided by BAPS.
- Analyses of staff survey of program effectiveness no later than May 1st with subsequent review of data with site principal no later than the last day of school.
- AGENCY will have the option to pursue third-party private insurance when applicable.
- The clinical case record is the property of the AGENCY and will be released with client consent and AGENCY written release of information.

SERVICE FEES

- AGENCY will not bill Broken Arrow Public Schools any fee for services rendered.
- In the event that any student requires a level of care beyond the services available in the above identified program and provided, with the consent and approval of the student's parent(s)/guardian(s), outside of the above identified program, including, but not limited to, inpatient, residential, or other outpatient care. AGENCY may bill the student's parents/guardians, or relevant third-party payer. Furthermore, AGENCY shall advise the parent(s)/guardian(s) in advance that any care agreed to by them outside of the program identified above shall be at their own expense and/or billed to their insurance carrier and/or Medicaid, if applicable.
- AGENCY shall not advise parents/guardians to see reimbursement from BAPS for services authorized by the parent(s)/guardian(s) and provided by AGENCY.
- AGENCY may also provide a referral to an appropriate program/agency that will service clients that AGENCY cannot obtain reimbursement for with the current standards/protocol within AGENCY internal policies.

REPRESENTATION

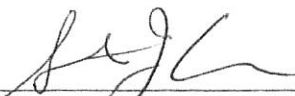
- BAPS and AGENCY agree to assign specific staff members the primary responsibility for administrative activities related to this agreement, identified herein as:
 - Jean Brassfield BAPS
 - Whitney Downie FCS
 - Faith Crittenden FCS
- BAPS and AGENCY agree to assign a specific staff member as a site liaison with the primary responsibility of assisting the site principal, BAPS staff, and AGENCY staff with the smooth logistical implementation of the services rendered at each school site.
- AGENCY will not assign its duties and responsibilities under the agreement or subcontract its services under the agreement without the prior written approval of Broken Arrow Public Schools.

INSURANCE

- Prior to commencement of services under this agreement, AGENCY agrees to maintain liability insurance coverage in minimum amounts of Twenty-Five Thousand Dollars (\$25,000.00) for property damage and One Million Dollars (\$1,000,000.00) for bodily injury arising out of any single occurrence. AGENCY shall give at least ten (10) days' notice to Broken Arrow Public Schools before cancellation of any coverage for any reason. AGENCY agrees to maintain said liability coverage in force during the entire term of this agreement.

HOLD HARMLESS

- It is not the intention of the parties to form a joint venture or partnership hereunder. This agreement shall not be construed to create a contract of employment or an agency relationship. AGENCY at all times functioning as an independent contractor, and in that regard, agrees to hold Broken Arrow Public Schools harmless and free from any and all liability, loss, or damages Broken Arrow Public Schools may suffer as a result of claims, demands, or cost of judgments against it arising out of AGENCY's operation of this professional services, agreement, and AGENCY agrees to indemnify Broken Arrow Public Schools in reference to any loss. Similarly, Broken Arrow Public Schools will not hold AGENCY responsible for actions of Broken Arrow Public School staff or any student, whether or not approved for the AGENCY program, or parents of any student or any other person over which AGENCY has not supervision or control which result in loss or damages where such action resulting in loss or damages, is unintended, negligent, or intended.
- In event of any disagreement as to the administration of the project, the designated Administrators as referenced in this document will resolve the matter.



Steve Allen BOC President 62202021

**LETTER OF AGREEMENT
COUNSELING SERVICES**

This agreement dated 06/09/2021 is entered between BROKEN ARROW PUBLIC SCHOOL DISTRICT NO. 3, hereinafter called "SCHOOL," and Family and Children Services hereafter called "AGENCY." This letter of agreement is for the period of July 1, 2021 through June 30, 2022 and may be renewed annually with consent of both parties. It is provided that either party may terminate this agreement upon thirty (30) days written notice.

The purpose of this agreement is to provide for greater parent/student/teacher access to quality counseling, therapy, and/or mental health services in the Broken Arrow Public School community.

Broken Arrow Schools covered by this agreement include the following school sites:

- | | |
|--------------------------------------|-------------------------------------|
| Arrow Springs ECC _____ | Aspen Creek ECC _____ |
| Creekwood ECC _____ | Park Lane ECC _____ |
| Rosewood Elementary _____ | Lynn Wood Elementary _____ |
| Spring Creek Elementary _____ | Oak Crest Elementary _____ |
| Ernest Childer's Middle School _____ | Broken Arrow Freshman Academy _____ |
| Broken Arrow High School _____ | Options Academy _____ |
| _____ | _____ |
| _____ | _____ |

BROKEN ARROW PUBLIC SCHOOLS RESPONSIBILITIES

BAPS will provide the following services and/or resources for AGENCY:

- A secure office space for staff with access to additional space as needed for family interviews, group counseling, and individual counseling.
- Reasonable janitorial services and maintenance needs of office/counseling rooms provided.
- Use of a site fax machine, telephone, computer, and copier. Access to the Internet in order to access electronic agency records.
- Furniture (tables, chairs, desks, etc.)
- Access to student records, including academic, attendance, and discipline records upon the written permission of a student's parent/guardian.
- Maintenance of all appropriate special education/Section 504 paperwork.
- Formal academic instructional needs of Broken Arrow Public School students.
- Completion of agency mental health/behavioral referral form and initial contact with parent/guardian.

FIRST AMENDMENT
TO
LETTER OF AGREEMENT—COUNSELING SERVICES
BY AND BETWEEN
BROKEN ARROW PUBLIC SCHOOL DISTRICT NO. 3
AND FAMILY AND CHILDREN’S SERVICES, INC.

This First Amendment (the “First Amendment”) to the Agreement by and between **Broken Arrow Public School District No. 3** (“School”) and **Family and Children’s Service, Inc.** (“F&CS”), is hereby entered into as of July 8, 2021 (the “Effective Date”).

WHEREAS, School is the recipient of pandemic recovery funds (“Funds”) distributed by the Oklahoma School Counselors Corps.

WHEREAS, School and F&CS are parties to that certain Letter of Agreement—Counseling Services entered into on June 9, 2021 (the “Agreement”) whereby F&CS will be providing certain counseling services to School’s students which will be reimbursed using the Funds.

WHEREAS, School and F&CS desire to modify and add certain provisions to the Agreement as set forth below in order that the Agreement, as modified, is acceptable to both parties.

NOW, THEREFORE, the parties hereby agree to enter into this First Amendment as follows:

1. The parties agree to amend the section entitled **SERVICE FEES** which shall be replaced in its entirety with the following:
 - School will reimburse F&CS for services rendered, not to exceed one hundred and fifty thousand dollars (\$150,000.00) per year which equals thirty thousand dollars (\$30,000.00) per the five (5) full time equivalent (“FTE”) positions provided by F&CS to School.
 - F&CS will submit monthly invoices by the 5th calendar day of the month with appropriate substantiation and in accordance with School’s fiscal policy and/or Oklahoma School Counselors Corps’s requirements.
 - School will reimburse F&CS within thirty (30) days after receipt of invoices. Any disputed items will be resolved within the same thirty-day time period.
 - F&CS will not bill more than two thousand five hundred (\$2,500.00) per FTE per month.
 - F&CS will not submit invoices until the FTE is in the position and services are rendered.
 - F&CS will not seek any other reimbursement for services rendered.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have caused this First Amendment to be executed by their duly authorized officers below.

Steven Allen
President
Broken Arrow Public School District No. 3

Gail Lapidus
Chief Executive Officer
Family & Children's Services, Inc.

Date

Date